

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

SHRYL MARTIN, on behalf of herself and others :	:	CIVIL ACTION
similarly situated,	:	
	:	
Plaintiff,	:	NO. 2:17-cv-01276-DSC
	:	
v.	:	
	:	
LIFE INSURANCE COMPANY OF NORTH	:	
AMERICAN (d/b/a CIGNA), AMERICAN	:	
HEALTH AND LIFE INSURANCE COMPANY,	:	
BAYVIEW LOAN SERVICING, LLC, and	:	
CITIFINANCIAL SERVICES, INC.	:	
	:	
Defendants,		

**UNOPPOSED JOINT MOTION TO EXTEND TIME TO RESPOND TO AMENDED
COMPLAINT**

Defendants American Health and Life Insurance Company (“AHL”), CitiFinancial Services, Inc. (“CitiFinancial”), and Defendant Bayview Loan Servicing, LLC (“Bayview”) (collectively “Defendants”), by and through their undersigned counsel, file this Unopposed Joint Motion to Extend the Time to Respond to the Amended Complaint (the “Motion”), and in support thereof aver as follows:

1. On September 1, 2017, Plaintiff initiated this putative class action by filing a complaint against AHL, CitiFinancial, Bayview and other defendants in the Court of Common Pleas of Allegheny County, Pennsylvania. On October 2, 2017, the action was timely removed to this Court.

2. The original Complaint set forth claims against Defendants AHL and CitiFinancial for (i) breach of contract; (ii) “bad faith insurance;” (iii) violations of the federal Truth-in-Lending Act (“TILA”); and (iv) violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”).

3. The original Complaint set forth claims against Defendant Bayview for (i) breach of contract; (ii) defamation; (iii) violations of the Fair Credit Reporting Act (“FCRA”); and (iv) violations of the federal Truth-in-Lending Act (“TILA”).

4. On November 10, 2017, AHL and CitiFinancial filed a Motion to Dismiss the Complaint as to all of the claims asserted against them pursuant to Fed. R. Civ. P. 12(b)(6).

5. On November 10, 2017, Bayview filed a Motion to Dismiss the Complaint as to all of the claims asserted against them pursuant to Fed. R. Civ. P. 12(b)(6).

6. On December 1, 2017, Plaintiff filed her Amended Complaint.

7. The Amended Complaint continues to purport to state claims against AHL and CitiFinancial for breach of contract, “bad faith insurance;” and alleged violations of TILA and the UTPCPL, but adds new allegations in support of said claims.

8. As against Bayview, the Amended Complaint continues to purport to state claims for breach of contract, defamation, and alleged violations of the FCRA and TILA, but adds new allegations in support of said claims and a new count for “bad faith insurance.”

9. Pursuant to Fed. R. Civ. P. 15, Defendants’ responses to the Amended Complaint are currently due on December 15, 2016.

10. Counsel for AHL and CitiFinancial has numerous conflicts over the next two weeks and, for that reason and due to the intervening holidays, counsel reached out to Plaintiff’s counsel to request an extension – to and including January 12, 2018 – to respond to the Amended Complaint.

11. Counsel for Bayview also has numerous conflicts over the next two weeks, including three appellate briefs due in this timeframe. For this reason and due to the intervening

holidays, counsel also reached out to Plaintiff's counsel to request an extension to respond to the Amended Complaint.

12. By e-mail dated December 5, 2017, Plaintiff's counsel agreed to the requested extension of all Defendants AHL, CitiFinancial, and Bayview until January 12, 2018.

13. Due to the above-referenced conflicts and intervening holidays, and in order to respond to the additional allegations and claims directed at them in the Amended Complaint, Defendants respectfully request that this Court grant them an extension of time – to and including Friday, January 12, 2018 – to respond to the Amended Complaint.

14. Defendants' request is timely and is not made in bad faith or for purposes of delay.

15. Defendants conferred with counsel for Plaintiff, and counsel for Plaintiff agreed to the requested extension.

16. A proposed order is being filed with this Motion for the Court's convenience.

WHEREFORE, Defendants respectfully move this Court for a 28 day extension of their deadline, to and including Friday, January 12, 2018, to file their response to the Amended Complaint.

Dated: December 7, 2017

Respectfully submitted,

/s/ Martin C. Bryce, Jr.

Martin C. Bryce, Jr. (PA I.D. No. 59409)

bryce@ballardspahr.com

Courtney L. Yeakel (PA I.D. No. 72139)

yeakelc@ballardspahr.com

Ballard Spahr LLP

1735 Market Street, 51st Floor

Philadelphia, PA 19103

T: 215.864.8238/ F: 215.864.8999

Counsel for Defendants

American Health and Life Insurance Company

and CitiFinancial Services, Inc.

/s/ Joseph E. Culleiton

Joseph E. Culleiton, Esq. (PA I.D. No 82823)

Matthew M. Maher, Esq. (PA I.D. No 203144)

Blank Rome LLP

Union Trust Building

501 Grant Street, Suite 850

Pittsburgh, PA 15219

Telephone: (412) 932-2803

Facsimile: (412) 774-1828

E-mail: JCulleiton@BlankRome.com

E-mail: MMaher@BlankRome.com

Counsel for Defendant

Bayview Loan Servicing, LLC

CERTIFICATE OF SERVICE

I certify that on this date I caused copies of the foregoing papers to be served on the person(s) listed below by via ECF transmission.

David M. Kobylinski, Esquire
Peter T. Kobylinski, Esquire
515 Court Place, Ste 4
Pittsburgh, PA 15219

Counsel for Plaintiff

Cory S. Winter, Esquire
Saul Ewing Arnstein & Lehr LLP
2 North 2nd Street, 7th Floor
Harrisburg, PA 17101

James A. Keller, Esquire
Saul Ewing Arnstein & Lehr LLP
1500 Market Street, 38th Floor
Philadelphia, PA 19102

Counsel for Cigna Group Insurance.

/s/ Matthew M. Maher
Matthew M. Maher

Dated: December 7, 2017